

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is being concluded in regard to a potential sale of the real estate object "Lausanne, Avenue de Cour 61" ("Real Estate Object"). In connection with this transaction we, SPGI Lausanne S.A. ("SPGI"), are acting as exclusive advisors to WSP/BG Ingénieurs Conseils SA ("Seller").

You have expressed general interest in a potential purchase of the Real Estate Object.

This Confidentiality Agreement sets out the conditions under which we will disclose to you certain financial, operative, and other information or data on the Real Estate Object in writing and/or verbally. This Agreement replaces any prior written or verbal confidentiality agreements or declarations. This data is not publicly available and/or is protected by copyright and may be used by you only in connection with the evaluation of the Real Estate Object and/or the preparation and/or the carrying out of a potential acquisition.

In view of the fact that we disclose the data to you, you are assuming the following obligations to us and the Seller by signing this Confidentiality Agreement:

1. Unless it is otherwise expressly provided for in this Confidentiality Agreement, you shall keep confidential all information and data – regardless of whether such information and data is specifically designated as confidential – and you are not authorized to disclose the information or data in whole or in part by any means directly or indirectly via your representatives, persons responsible, board members, executives, directors or other employees, partners, and advisors (all persons collectively referred to herein as "Representatives") without our prior written consent. Neither you nor your Representatives may use this data for any purpose other than the evaluation of the Real Estate Object and/or the preparation and/or the carrying out of a potential acquisition.
2. You shall disclose the data only to those Representatives who need it for the evaluation of the Real Estate Object and/or the preparation and/or the carrying out of a potential acquisition and that have been previously informed by you about the confidentiality of the data. The Representatives are obliged to act in accordance with the conditions of this Confidentiality Agreement. For this purpose you impose the obligations arising out of this Confidentiality Agreement on them. Notwithstanding this you remain liable to us and the Seller for any breach of this Confidentiality Agreement by yourself or one of your Representatives. You shall keep a list with the names of your Representatives, which you will disclose to us at any time at our request. We reserve the right to submit an identical Confidentiality Agreement to your Representatives or to any one of them individually for signing without obligation to give a reason. In this case you will use your best endeavors to ensure that these Representatives sign the Confidentiality Agreement
3. Apart from the exceptions provided in clause 6 you or your Representatives shall not, without our prior written consent, inform any natural person or legal entity directly or indirectly or give them notice by any other means that discussions and/or negotiations regarding the proposed transaction are taking place or have taken place. Furthermore, no conditions, circumstances or other facts relating to the proposed transaction may be revealed to them. The same applies to all further information or circumstances in connection with the transaction, the Seller, or this Confidentiality Agreement, including your potential interest in the Real Estate Object.
4. You shall take great care to maintain confidentiality in respect of the confidential information and data and to safeguard it against access by unauthorized third parties. You shall keep all the data in a safe place so that only you and your Representatives according to clause 2 have access to it. In particular, you undertake to adopt all technical and organisational measures required to achieve this goal, regardless of the medium on which the data is available or the way in which the data is processed.
5. You shall return immediately all originals and copies of the data to us if a contract of sale is concluded, if you withdraw from the sale process, or at our request. Analyses, compilations, forecasts, studies, and any

other recordings in connection with the data, including documents produced or processed by you or your Representatives, with the exception of reference files and internal calculations, must be destroyed or permanently deleted at our request and such action must be confirmed to us in writing by the signatory after completion. Furthermore, verbal transaction data is also subject to confidentiality according to this Confidentiality Agreement

6. You acknowledge that neither we nor the Seller nor any of our or the Seller's parent companies, affiliates or partners nor their representatives ("Affiliated Companies") guarantee the exactness or completeness of the data. We and the Seller as well as the Seller's and our Affiliated Companies expressly reject any liability due to errors or omissions relating to the transaction data to the extent permitted by law.
7. Should you be obliged to disclose all or part of the transaction data due to a legal obligation, court order or decree from an administrative authority, you shall – to the extent permitted by law – inform us immediately (and in all cases prior to the performance of such an obligation) in writing of this fact as well as of the modality and the extent of the disclosure. Within the regulations applicable you shall in all cases take all reasonable measures required by us in order to prevent a duty to disclose and follow our instructions, especially with regard to the form, the modality, and the extent of the disclosure, as far as it is permitted by law. You shall further, at our request, give us the opportunity to take legal steps to establish the absence of the duty to disclose or where necessary to waive confidentiality. You shall use your best endeavors to keep the extent of the data to be disclosed as small as possible.
8. All costs, expenses, and fees incurred by you in connection with the evaluation of the Real Estate Object and/or the preparation of a potential acquisition will be borne by you.
9. With regard to your expression of interest, you confirm that you are acting on behalf of your client. In particular, you will not argue, claim, or otherwise give the impression that we or the Seller have concluded a brokerage contract, an agency contract, or a similar mandate with you.
10. You acknowledge us as sole point of contact relating to the acquisition and all matters in connection with it. In particular, you shall not contact board members, executives, directors, or other employees of the Seller or its Affiliated Companies without our prior written consent.
11. This Confidentiality Agreement will remain valid until the conclusion of the contract of sale or until you withdraw from the sale process. The obligations set out in clauses 1–5 and clause 7 will continue to apply even after termination of this Confidentiality Agreement.
12. This Confidentiality Agreement, including this provision, can only be amended or canceled in writing (including by email).
13. The invalidity of individual provisions will not affect the validity of the remaining provisions or the Confidentiality Agreement itself. If one or more provisions of this Confidentiality Agreement should be wholly or partly inadmissible, ineffective, or otherwise not enforceable for any reason, the validity of this Confidentiality Agreement as a whole will not be affected and the invalid provision, or the invalid part of the provision, will be replaced by a provision that reflects as far as possible the content of the invalid provision or part of the provision.
14. This Confidentiality Agreement is subject to Swiss law. All disputes arising out of or in connection with this Confidentiality Agreement fall under the exclusive jurisdiction of the competent court in Vaud.

You agree to the terms of the above Confidentiality Agreement.